

[NIT-1]

FLAG-A

**SHORT TENDER NOTICE**

Sealed tenders are invited on two Cover basis (i.e. Cover-I: Techno-Commercial part, and Cover-II: Price Part) from resourceful and bona fide bidders with financial capabilities for the following work at Haldia Dock Complex.

<b>Name of work</b>	<b>:</b>	<b>Excavation and Carriage Of Dredged Spoils From Within Earthen Dykes in the Area to the West of Turning Basin and Near Oil Jetty Area of Haldia Dock Complex for Land Filling, etc. by Outside Agencies. (2<sup>nd</sup> Call)</b>
<b>Tender No</b>	<b>:</b>	<b>M (I&amp;CF) / T / 2069</b>
<b>Location</b>	<b>:</b>	<b>(1) West of Turning Basin Area (2) Oil Jetty Area &amp; Patikhali Area (3) Near Marine House</b>
<b>Estimated Available Quantity</b>	<b>:</b>	<b>1.0 Lakh Cu.M. (approx.)</b>
<b>Minimum Quotable Quantity</b>	<b>:</b>	<b>10,000 Cu.M.</b>
<b>Next Higher Quotable Quantity</b>	<b>:</b>	<b>MULTIPLES OF 10,000 Cu.M.</b>
<b>Minimum Reserve Base Price</b>	<b>:</b>	<b>Rs 52.60 [Rupees Fifty Two and Paise Sixty Only] per Cu.M</b>
<b>Earnest Money</b>	<b>:</b>	<b>Rs 1,05,200.00 (Rupees One Lakh Five Thousand Two Hundred Only)</b>
<b>Sale Period (both days inclusive)</b>	<b>:</b>	<b>16-05-2014 to 10-06-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)</b>
<b>Last date of submission of tender and opening of Cover - I of the tender</b>	<b>:</b>	<b>11-06-2014 (Submission Up to 15:00 hrs. Opening After 15:30 hrs.)</b>
<b>Cost of Tender Document (Non-refundable)</b>	<b>:</b>	<b>Rs 3000.00 ( Rupees Three Thousand only )</b>
<b>Contact Person.</b>	<b>:</b>	<b>Manager [I&amp;CF], Haldia Dock Complex.</b>

Details of the tender can be seen at our website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / [www.haldiadock.gov.in](http://www.haldiadock.gov.in) and the Notice Board at the Office Of Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at [ukkundu@kopt.in](mailto:ukkundu@kopt.in)

**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

**FLAG-B**

Office of the Manager, I&CF Division  
Haldia Dock Complex,  
2<sup>ND</sup> Floor, Operational Building  
Chiranjibpur, P.O.-Haldia  
Purba Medinipur – 721604.  
Tele Fax No-03224-252110

**No. M (I&CF)/T/2069/152**

**Date: 08.05.2014**

**[NIT-2]**

**NOTICE INVITING TENDER**

**TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”. (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

**TENDER AUTHORITY:**

Manager (I&CF), Haldia Dock Complex, Chiranjibpur Operational Building [2<sup>nd</sup> Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 604, Tele-Fax:- [03224]-252110.

Due Date	<b>11-06-2014</b>	Time	<b>UPTO 15:00 hrs.</b>	Date of Opening of Cover-I of the Tender	<b>11-06-2014</b>	Time	<b>15:30 hrs. Onwards.</b>
Period of sale of Bid Document		<b>16-05-2014 to 10-06-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)</b>					
Cost of Tender document]. (Non-refundable)		<b>Rs 3000.00</b> (Rupees Three Thousand only)					
Earnest Money Deposit		<b>Rs 1,05,200.00</b> (Rupees One Lakh Five Thousand Two Hundred Only)					
Estimated Available Quantity		<b>1.0 Lakh Cu.M. (approx.)</b>					
Minimum Quotable Quantity		<b>10,000 Cu.M.</b>					
Next Higher Quotable Quantity		<b>MULTIPLES OF 10,000 Cu.M.</b>					
Minimum Reserve Base Price		<b>Rs 52.60</b> [Rupees Fifty Two and Paise Sixty Only] per Cu.M					

**INSTRUCTIONS:-**

Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Cover-II Price Part) from resourceful and bonafide bidders with sound financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender documents (Non-transferable) will be available from the office of the Manager [I&CF] at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of tender document to be remitted by cash or Pay Order/ Banker's Cheque/Demand Draft drawn on any Nationalised/Scheduled Bank of India in favour of **“Kolkata Port Trust, Haldia Dock Complex”** payable at Haldia for one set of tender Document

Request letter for purchase of Tender Document should contain the following declarations:

**[NIT-3]**

- (a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are Not associated with any other firm bidding for the same work.

**The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.**

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [non-refundable] by Pay order / Banker's Cheque / Demand Draft of a Nationalized Bank/Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of tender form by post must reach this office at least 7 days before the last date of sale of tender, after which no tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

Tender papers can be issued by post. For this, an additional amount of Rs 100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [Non-refundable] by crossed Demand Draft/ Banker's Cheque from a Nationalised or Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of tender form by post must reach this office at least 7 days before the last date of sale of tender, after which No. tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

A bidder, if he so desires, may download the tender document from our websites [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)/[www.haldiadock.gov.in](http://www.haldiadock.gov.in) or may obtain the same by sending his request at [ukkundu@haldock.wb.nic.in](mailto:ukkundu@haldock.wb.nic.in) and submit the tender along with **APPLICATION MONEY** equivalent to cost of tender document by crossed Demand Draft/ Banker's Cheque from a Nationalised or Scheduled Bank of India in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia. The tender document must accompany a covering letter containing the specific declarations as per (a)& (b) above.

**Tenderers are not permitted to alter/change/delete/modify any clause of the tender document downloaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.**

Bidders shall submit the Bid Document as stipulated in the "**Instructions To Bidders**" of the tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified **only** through **Ko.P.T / HDC website** and the **bidders are requested to check for the same at the websites prior to submission of their offers.**

Issuance /submission of tender document to/ by any bidder shall not construe that such bidder is considered qualified.

Sealed tenders will be received at the same office of the Manager [I&CF] up to 1500 hrs. on the last date of submission and opening of tender specified above. Telex, Telegraphic and late offers shall not be considered.

**Cover-I** of the Tender will be opened shortly **after 3.30 p.m. on the stipulated date** in presence of Bidders or their authorised representatives who may wish to be present.

**Cover-II** of **only technically & commercially qualified bidders** will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 1500 hrs. on such extended day of opening.

Trustees will not be responsible for any misplacement or late receipt through post for any request for re-issuance of tender document and for subsequent submission thereof.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**U.K. KUNDU**  
**MANAGER (I&CF)**  
**HALDIA DOCK COMPLEX**

**I & C F DIVISION**

**HALDIA DOCK COMPLEX**

**DOCUMENT**

**FOR**

**TENDER FOR "EXCAVATION AND CARRIAGE OF  
DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN  
THE AREA TO THE WEST OF TURNING BASIN AND NEAR  
OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND  
FILLING, ETC. BY OUTSIDE AGENCIES". (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

**VOLUME-I**

**MAY, 2014**

**Rs 3000=00**

# **TENDER DOCUMENTS**

**TENDER FOR "EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES". (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

## **VOLUME-I**

**Issued to:**

**Date of Issue:**

**Signature and Designation  
of Issuing Officer:**

**On behalf of Bidder:**

**Manager (I&CF)  
Haldia Dock Complex  
Operational Building, Chiranjibpur  
P.O.: HALDIA – 721604  
Dist.: Purba Medinipur  
West Bengal, India.  
Telefax :- (03224) 252110**

## **TENDER DOCUMENTS**

**TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”. (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

### **VOLUME-I**

### **CONTENTS**

SUBJECT	PAGES	
	FROM	TO
➤ NOTICE INVITING TENDER	NIT-1	NIT-4
➤ INSTRUCTION TO BIDDERS	IB-1	IB-4
➤ SPECIAL CONDITIONS OF CONTRACT	SC-1	SC-3
➤ ABSTRACT FORM OF TENDER (Unpriced)		
➤ BOARD OF TRUSTEES FORM OF TENDER (Unpriced)		
➤ Annexure-I: LETTER OF CONFIRMATION OF NON-DEVIATION FROM CONTRACT CONDITIONS		
➤ Annexure-II: FORMAT FOR CONCURRENT COMMITMENTS OF BIDDER		
➤ SCHEDULE-O (for limited companies)		

### **TENDER PARTICULARS**

ESTIMATED AVAILABLE QUANTITY	:	1.0 Lakh Cu.M. (approx.)
MINIMUM RESERVE BASE PRICE	:	Rs 52.60 [Rupees Fifty Two and Paise Sixty Only] per Cu.M
MINIMUM QUOTABLE QUANTITY	:	10,000 Cu.M
NEXT HIGHER QUOTABLE QUANTITY	:	MULTIPLES OF 10,000 Cu.M.
EARNEST MONEY	:	Rs 1,05,200.00 (Rupees One Lakh Five Thousand Two Hundred Only)
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	16-05-2014 to 10-06-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	11-06-2014 Submission upto 15:00 Hrs Opening after 15:30 Hrs.

**[NIT-1]**

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<b>Name of work</b>	<b>:</b>	<b>Excavation and Carriage Of Dredged Spoils From Within Earthen Dykes in the Area to the West of Turning Basin and Near Oil Jetty Area of Haldia Dock Complex for Land Filling, etc. by Outside Agencies. (2<sup>nd</sup> Call)</b>
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Details of the tender can be seen at our website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / [www.haldiadock.gov.in](http://www.haldiadock.gov.in) and the Notice Board at the Office Of Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at [ukkundu@kopt.in](mailto:ukkundu@kopt.in)

**[NIT-2]**  
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### [NIT-3]

Banker's Cheque / Demand Draft of a Nationalized Bank/Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of tender form by post must reach this office at least 7 days before the last date of sale of tender, after which no tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

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**U.K. KUNDU**  
**MANAGER (I&CF)**  
**HALDIA DOCK COMPLEX**

## **TENDER DOCUMENTS**

### **TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”. (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

## **VOLUME-1**

### **INSTRUCTIONS TO BIDDERS**

## **INDEX**

<b>CL. NO</b>	<b>SUBJECT</b>	<b>PAGE MKD</b>
<b>1.0</b>	<b>GENERAL</b>	<b>IB-1</b>
<b>2.0</b>	<b>EARNEST MONEY</b>	<b>IB-1</b>
<b>3.0</b>	<b>MODE OF SUBMISSION OF BID</b>	<b>IB-1 TO IB-2</b>
<b>4.0</b>	<b>OPENING OF BIDS</b>	<b>IB-2</b>
<b>5.1</b>	<b>COST OF DREDGED SPOIL</b>	<b>IB-3</b>
<b>5.2</b>	<b>SECURITY DEPOSIT</b>	<b>IB-3</b>
<b>6.0</b>	<b>REFUND OF EARNEST MONEY</b>	<b>IB-3</b>
<b>7.0</b>	<b>VALIDITY OF OFFER</b>	<b>IB-3</b>
<b>8.0</b>	<b>DETAILED SCRUTINY OF TENDERS</b>	<b>IB-3</b>
<b>9.0</b>	<b>EVALUATION CRITERIA</b>	<b>IB-3</b>
<b>10.0</b>	<b>ACCEPTANCE OF TENDER</b>	<b>IB-4</b>
<b>11.0</b>	<b>MISCELLANEOUS</b>	<b>IB-4</b>

## [IB-1]

### 1.0 **GENERAL**

The work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the Manager (I&CF) on any working day before quoting for the tender.

### 2.0 **EARNEST MONEY**

2.1 An Earnest Money Deposit of **Rs 1,05,200.00** (Rupees One Lakh Five Thousand Two Hundred Only) shall have to be deposited with the tender.

2.2 Earnest Money shall be deposited by crossed Demand Draft/ Banker's Cheque from a Nationalised or Scheduled Bank of India drawn in favour of **"Kolkata Port Trust, Haldia Dock Complex"** and payable at Haldia. Earnest Money will not be accepted in cash.

2.3 Earnest Money in the form of Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked **"EARNEST MONEY"** and superscribed with the title of the work, Tender No, Bidder's identity, etc.

Tenders submitted without requisite Earnest Money are liable to be rejected.

### 3.0 **MODE OF SUBMISSION OF BID**

3.1a All bidders must submit their offers strictly in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. Any term not incorporated / submitted with Cover-I of the Tender but incorporated / submitted with Cover-II shall be rejected outright.

3.1b **Cover-I, Cover-II and all envelopes contained therein** as described in the following clauses **must be clearly superscribed with the details as given below:**

- a) **Title of the work**
- b) **Tender Number.**
- c) **Bidder's identity, address, Telephone No., Mobile No., Fax No., E-mail address, etc.**

3.2 Tender documents shall be submitted under **two Covers** in **three / four separate sealed envelopes**, depending on whether the same has been **purchased directly** from the office of the Manager (I&CF) or **downloaded from the website**.

When tender documents have been **directly procured from this office**, the tender documents shall be put in **2 (two) separate sealed covers** as follows:

- (a) **COVER-I**, which shall contain **ENVELOPE -I & ENVELOPE – II** (which shall include **Volume-I of the Tender Document**).
- (b) **COVER-II**, which shall contain **Volume-II** of the tender document.

When tender documents have been **downloaded from WEBSITE**, the tender documents shall be put in **2 (two) separate sealed covers** as follows:

- (a) **COVER-I**, which shall contain **ENVELOPE –IA, ENVELOPE-IB, and ENVELOPE – II** (which shall contain **Volume-I of the Tender Document**).
- (b) **COVER-II**, which shall contain **Volume-II** of the tender document.

**Envelope-I & Envelope-II OR Envelope-IA, Envelope -IB & Envelope -II** (as the case may be) together with **Volume-I** of the Tender Document shall be put in a sealed envelope marked as **"COVER-I"**.

**"COVER –II"** shall be submitted in a separated sealed envelope, which shall be clearly marked **"COVER-II Bid – DO Not open"**.

## **[IB-2]**

### **3.3 Envelope-IA** shall contain the following: -

- (i) A demand draft for **Rs 3000/-** (Rupees Three Thousand Only) as **APPLICATION MONEY** towards cost of tender documents.
- (ii) A covering letter containing the following declarations: -
  - a). That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
  - b). The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work

### **3.4 Envelope – I** shall contain Earnest Money Deposit as per CI-2.0 above.

### **3.5 Envelope – I B** shall contain Earnest Money Deposit as per CI-2.0 above.

### **3.6 Envelope – II** shall contain the following documents:

- (i) **Volume-I of the Tender Document. All pages of Volume-I shall be signed by the Bidder and stamped with his official seal. In Volume-I, the un-priced “Abstract Form Of Tender” & “Form Of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.**
- (ii) A Declaration as per ‘Annexure – I’ that No. conditions / deviations have been added in **COVER- II i.e. in the price part of the Bid.**
- (iii) GCC Booklet, Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

**The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.**

### **3.7 COVER-II** will contain the **Volume-II** of the tender document with Price Bid as per BOQ and Form of Tender duly signed, sealed & filled up by the bidder.

- 3.8 The sealed envelopes shall be superscribed with the name of work with the Bid No, bidder’s name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.
- 3.9 The sealed covers must be submitted so as to reach the Manager (I&CF) at Chiranjibpur, P.O.- Haldia-721 604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender documents
- 3.10 Telex / Telegraphic / Late Offers shall not be accepted. Trustees / Tender Issuing Authority will Not be responsible for any misplacement or late receipts through post or any request for issuance of tender documents and for subsequent submission thereof.
- 3.11 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.

## **4. OPENING OF BIDS**

### **4.1** Only **COVER-I** containing **Envelope-I & Envelope-II OR Envelope-IA, Envelope-IB & Envelope-II** as specified above will be opened on the date and time as fixed in the tender document, at the office of the Manager (I&CF), Haldia Dock Complex or his representative in presence of bidder (or his authorized representative), who wishes to be present.

### **4.2 Envelope –II of only those bidders who have deposited requisite Earnest Money shall be opened.**

### **4.3 COVER-II** containing **Volume-II, i.e., the Price part of the Bid** will be sealed separately and kept under the custody of I &CF Division. After evaluation / scrutiny of documents in the Cover-I are completed, the **Cover-II, i.e., “Price Bid” of only those Bidders who are Technically & Commercially accepted** shall be opened at a later date, with due intimation to such Bidders.

### **5.1 COST OF DREDGED SPOIL**

The successful bidder shall have to pay in advance 100% of the sanctioned quantity of earth to be extracted and removed in the form of a Demand draft in favour of Kolkata Port Trust , Haldia Dock Complex.

### **5.2 SECURITY DEPOSIT**

The successful bidder shall have to pay in advance Security Deposit at 5% of the sanctioned quantity of earth to be extracted and removed in the form of a Demand draft favour of Kolkata Port Trust , Haldia Dock Complex.

### **6.0 REFUND OF EARNEST MONEY**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 7(Seven) days after opening of Price bid (Volume – II of the Tender document)

The same DD/ BC/ Pay order etc. of unaccepted tenderers, submitted as Earnest Money, shall be returned / refunded without any interest.

### **7.0 VALIDITY OF OFFER**

The tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If, before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

### **8.0 DETAILED SCRUTINY OF TENDERS**

During Techno-Commercial Evaluation, i.e evaluation of Cover-I of tender, an offer shall be considered Non-responsive in case :-

- (i) The tender is received after the date and time specified in N.I.T.
- (ii) Bid is Not accompanied by requisite earnest money.
- (iii) Bid documents are not accompanied by requisite application money when bid documents are downloaded from website.
- (iv) Validity of the offer is less than tender stipulation,
- (v) Bid documents are not signed and sealed in the manner indicated in the bid documents.
- (vi) It does not meet the Qualification Criteria as stipulated in the NIT.
- (vii) **Documents not submitted as per Clause 3.6 of Instruction to Bidders.**
- (viii) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years is found, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

**The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.**

### **9.0 EVALUATION CRITERIA**

During evaluation of Cover-II i.e. Price Part, provided that the bidder submits his offer following tender stipulations & specifications, **the highest offer** received shall be considered for acceptance by the Trustees.

It may so happen that multiple offers for the entire work may have to be considered. Then the highest rate as approved by the Trustees should be applicable for the other bidders for their proposed quantity of work.

**10.0 ACCEPTANCE OF TENDER**

- 10.1** Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 10.2** Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 10.3** The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfil all his obligations as required by the Contract.

**11.0 MISCELLANEOUS**

- (i) Bidder shall submit his offer strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his/her/their own terms & conditions in the Bid offer or quote his rates based on his own terms and conditions. Such tenders are liable to rejection at the option of the Trustees without further reference to the bidder.**
- (iii) The successful Bidder shall arrange for all equipment and labour required for efficient execution of the work.**
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be English.**
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed on every page of the tender.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.
- (vii) TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

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## TENDER DOCUMENTS

### **TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”. (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

#### VOLUME-1

#### SPECIAL CONDITIONS OF CONTRACT

#### INDEX

CL. NO	SUBJECT	PAGE MKD
1.	GENERAL	SC-1
2.	CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS	SC-1
3.	SCOPE OF WORK	SC-1
4.	LOCATION	SC-1
5.	ACCESS TO THE SITE	SC-1
6.	INSPECTION OF SITE	SC-1
7.	SITE CONDITIONS & METHOD OF WORK	SC-2
8.	TIME OF COMPLETION	SC-2
9.	METHOD OF PEASUREMENT	SC-2
10.	PAYMENT	SC-3
11.	PLANTS & EQUIPMENT	SC-3
12.	CONTRACT LABOUR ACT	SC-3
13.	DOCK PERMIT	SC-3
14.	ROYALTY	SC-3

## **[SC-1]**

### **1. GENERAL**

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

### **2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent that these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

**Order letter.**

**Bill of Quantities.**

**Special Conditions of Contract.**

**General Conditions of Contract.**

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties.

### **3. SCOPE OF WORK**

Haldia Dock Complex intends to remove soil (dredged spoil) from demarcated areas to the West of Turning Basin, from disposal ground near Oil Jetties Area (Patikhali area), from disposal ground near Ranichak V.H.F. Tower, and from disposal ground near Marine House area. The successful Bidder shall have to make all necessary arrangements as described in the Tender and as may be implied for collecting and transporting the above soil, which may be required for satisfactory completion of the work.

### **4. LOCATION**

The areas of work are as follows: (i) West of Turning Basin; (ii) Disposal ground near Oil Jetty area (Patikhali area); (iii) From disposal ground near Marine House area of Haldia Dock Complex, Haldia

### **5. ACCESS TO THE SITE**

The successful Bidder shall construct temporary access roads from the site of evacuation to the nearest KoPT roads at their own cost. The Trustees' all-weather metalled roads are connected to N.H. 41 and State Highway.

### **6. INSPECTION OF SITE**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Manager (I&CF), Haldia Dock Complex at his office at Chiranjibpur, Haldia for collecting information about the work and site before submission of the tender. No. excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees.



## 7. SITE CONDITIONS & METHOD OF WORK

- 7.1 Earth shall be excavated from demarcated areas only as shown by the Engineer or his representative.
- 7.2 The lorries/ dumpers or other equipments etc. shall ply only on predetermined routes as directed by Engineer or his representative.
- 7.3 Lorries/ dumpers transporting earth shall be good ones so that there is no spillage of earth on metalled roads. The Bidder will note that earth spillage, if any, on KoPT roads will have to be cleared on daily basis by the Bidder at their own cost. In case of default, KoPT might engage any agency for cleaning the spillage and the cost including **19¼ % (Nineteen point Two Five percent)** overhead will be recovered from the bidder. Dykes disturbed for entry of lorries and equipment should be made good to the original condition at the cost of the bidder.
- 7.4 Any damages done to KoPT properties including roads by lorries/ dumpers or any earth-moving machinery, etc. engaged in excavation work will have to be made good to the satisfaction of KoPT by the bidder at their own cost. Joint survey by KoPT engineers and the bidder will assess the condition of roads both before and after the excavation work.
- 7.5 The bidder shall send the list of officials who would supervise and coordinate with H.D.C. officials. They shall also send a list showing registration nos. of lorries/dumpers, etc. for H.D.C.'s information and shall periodically update the list in case of addition/deletion of lorries in the said fleet.
- 7.6 The Bidder should note that the virgin soil should not normally be disturbed during excavation.
- 7.7 KoPT reserves the right to temporarily suspend the work after giving 7 (seven) days' notice to the bidder due to any reason whatsoever. No compensation is payable for such stoppages.
- 7.8 A responsible officer shall be deputed to plan, coordinate and monitor the work with KoPT officials till satisfactory completion of the job.
- 7.9 The bidder should note that in case of failure of successful bidder in keeping the roads in traffic-worthy condition, or failure/delay in mending any damage to KoPT properties, KoPT, after giving 7 days' written notice to the bidder, shall at its own cost execute the above works and deduct the cost plus **19¼ % (Nineteen point Two Five percent)** departmental charges from the security deposit. The balance money shall be refunded after all liabilities are realised.

## 8. TIME OF COMPLETION

The Bidder shall note that excavation and disposal of earth shall be completed within the **timetable given below** :

Quantity of Earth to be extracted as per Work Order	Maximum Time Permissible
10,000 Cu. M.	4 months
Every additional 10,000 Cu. M.	1 1/2 month for each additional 10,000 Cu. M.

## 9. METHOD OF MEASUREMENT

- 9.1 Pre-work and post-work levels of the areas to be excavated shall be jointly surveyed before start and after completion of actual excavation of an area.
- 9.2 Only Simpson's Rule and/or Prismoidal formula will be used to arrive at the volume of excavation work.
- 9.3 After completion of the contract and after joint measurements, the actual quantity of earth excavated and disposed off by the Bidder will be assessed. The Bidder will be liable to pay any excess amount at the contracted unit rate of earth. The Bidder shall pay royalties, etc. at his own cost. Similarly, if any money becomes payable to the Bidder, KoPT shall, within reasonable period, pay the Bidder against suitable application supported by required documents without any interest.

**10. PAYMENT**

The successful Bidder shall have to pay in advance **105% of the cost of the required quantity of earth** to be extracted and removed **including 5% cost as Security Deposit** in the form of a crossed Demand Draft from a Nationalised or Scheduled bank of India in favour of Kolkata Port Trust, Haldia Dock Complex. The security deposit will be retained and returned without any interest after completion of extraction and removal of required quantity of above material, subject to adjustment, if any.

**11. PLANTS & EQUIPMENT**

The successful bidder shall supply and maintain all transport, plants and equipments, lorries/ dumpers, etc. with fuel and driver, etc. required for the work at his own cost.

**12. CONTRACT LABOUR ACT**

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed thereunder with all modifications/amendments being enforced from time to time.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER.

**13. DOCK PERMIT**

Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued **free of cost** by the Trustees for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer.

The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, must be complied with by the contractor.

**14. ROYALTY**

The successful bidder will also be required to pay, requisite Royalty Chargers to the Government of West Bengal and shall produce documentary evidence to the office for second and acceptance for payment of the cost of earth prior to excavation of earth.

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**(TO BE SUBMITTED WITH COVER- I OFFER)**

**ABSTRACT FORM OF TENDER (UNPRICED)**

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

**(TO BE FILLED IN BY THE BIDDER)**

- (a) Name of Work. : **Excavation and Carriage Of Dredged Spoils From Within Earthen Dykes in the Area to the West of Turning Basin and Near Oil Jetty Area of Haldia Dock Complex for Land Filling, etc. by Outside Agencies (2<sup>nd</sup> Call)**
- (b) Estimated Cost. :
- (c) Earnest Money : **Rs 1,05,200.00** (Rupees One Lakh Five Thousand Two Hundred Only)
- (d) Security Deposit (including Earnest money) : **As per provisions in the tender.**
- (e) Time allowed for completion of the work : **As per provisions in the tender.**
- (f) Permanent I/T A/C No. :
- (g) Maximum number of workmen to be engaged on any day. :

**(h) Bank Details**

**Name of Bank:**

**Branch:**

**Branch Code:**

**Account Number:**

**IFS Code:**

<b>AMOUNT/ RATE QUOTED BY ME/ US IS:</b>	<b><u>NOT TO BE QUOTED IN COVER-I OFFER</u></b>
--	---

Dated:

\_\_\_\_\_  
(Signature of Bidder with Seal)

<b><u>WITNESS :</u></b>			
Signature :		Name of the Bidder :	
Name : (In Block letters)		Address :	
Address :			
Occupation :			

**(TO BE SUBMITTED WITH COVER- I OFFER)**

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER (UNPRICED)**

To  
The Manager (I&CF),  
Haldia Dock Complex.

I/We \_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated:

\_\_\_\_\_  
(Signature of Bidder with Seal)

<b><u>WITNESS :</u></b>			
Signature :		Name of the Bidder :	
Name : (In Block letters)		Address :	
Address :			
Occupation :			

**(To be submitted on Company's Letter Head along with Cover-I Offer)**

**Manager (I&CF),  
Haldia Dock Complex.  
Kolkata Port Trust**

**SUB: - TENDER FOR "EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES". (2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does **NOT** contain any condition / deviation.

\_\_\_\_\_  
Signature of the Bidder with Office Seal.

Date:

Place:

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX****CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At  
The Time Of Submission Of Tender Offer)****( To be submitted with Cover-I of Offer)**

Bidders must fill in the under noted columns.

Sl. No	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No& Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
<b>1</b>	(i)			
	(ii)			
	(iii)			
<b>2</b>	(i)			
	(ii)			
	(iii)			
<b>3</b>	(i)			
	(ii)			
	(iii)			
<b>4</b>	(i)			
	(ii)			
	(iii)			

## **SCHEDULE 'O' SHEET – 1.**

**(To be submitted with Cover-I of Offer)**

The Bidders are also requested to furnish the following particulars:-

### **A) In case of Limited Company -**

- 1) Name of Company : .....
- 2) Address of its present :  
Registered office.
- 3) Date of its incorporation. : .....
- 4) Full name and address of each of its  
Directors – any special particulars  
As to Directors if desire to be stated. : .....
- 5) Name, address and other necessary  
Particulars of Managing Agents, if any  
Appointed by the Company. : .....
- 6) Copies of Memorandum, Articles  
of Association (with the latest  
amendments, if any). : .....
- 7) Copies of Memorandum, Articles of  
Association (with the latest amendments,  
If any). : .....
- 8) Copies of audited balance sheets of the  
Company for the last two years. : .....

### **B) In case of a firm -**

- 1) Name and address of the firm. : .....
- 2) When business started. : .....
- 3) If registered a certified copy of certificate  
of registration. : .....
- 4) A certified copy of the Deed of Partnership. : .....
- 5) Full name and address of each of the  
partners and the interest of each partner  
in the partnership – any special parti-  
culars as to partners if desired to be  
stated. : .....
- 6) Whether the firm pays income tax over  
Rs.10,000/- per year. : .....

**SCHEDULE 'O' SHEET – 2.**

**(To be submitted with Cover-I of Offer)**

**C) In case of an Individual -**

- 1) Full name and address of the Bidder –  
any special particulars of the Bidder  
if desired to be stated. : .....  
.....
- 2) Name of the father of the Bidder. : .....
- 3) Whether the Bidder carries on business  
in his own name or any other name. : .....
- 4) When business was started and by whom. : .....
- 5) Whether any other person is interested  
in the business directly or indirectly, if  
so, name and address etc. of such  
persons and the nature of such interest. : .....
- 6) Whether the Bidder pays Income Tax  
over Rs.10,000/- per year. : .....

.....  
(Full signature of Bidder)

Dated : .....



**(To be submitted with Cover-I of Offer)**

[PROFORMA OF AFFIDAVIT TO BE SUBMITTED BY BIDDERS **NOT** HAVING ESI REGISTRATION ]

(On Rupees Ten Non-Judicial Stamp Paper)

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

**AFFIDAVIT**

I \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_\_  
years, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at  
\_\_\_\_\_, do hereby solemnly affirm and declare as follows :-

1. THAT I am the proprietor/ partner / director of \_\_\_\_\_ having  
office at \_\_\_\_\_ and carrying on business on the said  
name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be  
mentioned in the affidavit).

- a. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has not valid E.S.I.  
Registration.
- b. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause  
No. \_\_\_\_\_ of the Tender No. \_\_\_\_\_ issued by the Kolkata Port Trust in  
respect of the work ( the work is to be mentioned).

That the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me

**I & C F DIVISION**

**HALDIA DOCK COMPLEX**

**DOCUMENT**

**FOR**

**TENDER FOR "EXCAVATION AND CARRIAGE OF  
DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN  
THE AREA TO THE WEST OF TURNING BASIN AND NEAR  
OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND  
FILLING, ETC. BY OUTSIDE AGENCIES".(2<sup>ND</sup> CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

**VOLUME-II**

**MAY, 2014**

**Rs 3000=00**

# **TENDER DOCUMENTS**

**TENDER FOR "EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES".(2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

## **VOLUME-II**

**Issued to:**

**Date of Issue:**

**Signature and Designation  
of Issuing Officer:**

**On behalf of Bidder:**

**Manager (I&CF)  
Haldia Dock Complex  
Operational Building, Chiranjibpur  
P.O.: HALDIA – 721604  
Dist.: Purba Medinipur  
West Bengal, India.**

**Telefax :- (03224) 252110**

## **TENDER DOCUMENTS**

### **TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”.(2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

## **VOLUME-II**

### **CONTENTS**

SUBJECT	PAGES	
	FROM	TO
➤ PREAMBLE TO THE BILL OF QUANTITIES	BOQ-1	
➤ BILL OF QUANTITIES	BOQ-2	
➤ ABSTRACT FORM OF TENDER		
➤ THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA FORM OF TENDER		

## **TENDER PARTICULARS**

ESTIMATED AVAILABLE QUANTITY	:	1.0 Lakh Cu.M. (approx.)
MINIMUM RESERVE BASE PRICE	:	Rs 52.60 [Rupees Fifty Two and Paise Sixty Only] per Cu.M
MINIMUM QUOTABLE QUANTITY	:	10,000 Cu.M
NEXT HIGHER QUOTABLE QUANTITY	:	MULTIPLES OF 10,000 Cu.M.
EARNEST MONEY	:	Rs 1,05,200.00 (Rupees One Lakh Five Thousand Two Hundred Only)
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	16-05-2014 to 10-06-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	11-06-2014. ( Submission up to 15:00 hrs. Opening after 15:30 hrs.)

[BOQ-1]

**PREAMBLE TO THE BILL OF QUANTITIES**

**TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”.(2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

- 1.1 The Bill of Quantities must be read with the General Conditions of Contract and the Special Conditions of Contract and the Bidder is deemed to have examined the above documents and to have thoroughly familiarised himself with the total scope of work and its mode of execution.
- 1.2 The total quantity available for excavation and disposal as given in the Tender documents is approximate only. The quantity is as given below:

<b>It. No.</b>	<b>Description of Item</b>	<b>Total Available Quantity</b>	<b>Rate (Rs P)</b>
<b>1</b>	Excavate and carry dredged spoils from within earthen dykes in the area to the West of Turning Basin and near Oil Jetty area of Haldia Dock Complex for land filling, etc. The bidder shall supply all transport, plants, equipment, labourers at his own cost. All incidental expenses, Royalties and other charges payable shall be borne by the successful Bidder.	<b>1.0 Lakh Cu.M. (approx.)</b>	<b>Minimum Reserve Base Rate=Rs52.60</b>

- 1.3 A Bidder may quote for purchase of either full quantity or part quantity, subject to a minimum quantity of **10,000 Cu.M** of dredged spoil. **He shall mention the quantity of earth he intends to purchase. Above 10,000 Cu.M., additional quantity of earth intended to be purchased must be quoted in multiples of 10,000 Cu.M.**
- 1.4 Any offered rate less than the **reserved base price of Rs 52.60 per Cu.M** is liable to be rejected without any intimation to the bidder.
- 1.5 **The Bidder shall quote the quantity, rate and the total amount both in words and in figures.**
- 1.6 During the detailed scrutiny and evaluation of tender, if any discrepancy or error is found between the figures and words in the quoted rates and amounts at appropriate place in Bill of Quantities, the following methods shall be adopted for arriving at the final figures:
- (i) When there is a difference between the rate quoted in figure and in words, the rate which complies with the amount computed by the tenderer for this Item shall be taken as correct.
  - (ii) When the amount of the tender is not worked out by the tenderer or it does Not correspond with the quoted rate written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct and the value of the tendered amount shall be worked out accordingly.
  - (iii) When the rate quoted by the tenderer in figures and in words matches but the amount is Not worked out correctly, then the rate quoted by the tenderer shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

**The Tender Price thus established would be taken for comparative evaluation of tenders.**

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**NOTE: - While quoting the rate it should be noted that the bidder should on no account overwrite the figures or use correcting fluid in the tender. Any necessary amendment shall be made by striking out the original figure and writing the corrected figures on the top. All such amendments shall be duly authenticated by signing under office seal by the bidder. The bidder shall quote his rate in conformity with the tender provisions with the “Form Of Tender” and “Abstract Form Of Tender” duly filled up , signed and witnessed.**

**ANY DEVIATION FROM THE ABOVE MAY RENDER THE TENDER OFFER AS REJECTED.**

[BOQ-2]

**BILL OF QUANTITIES**

**TENDER FOR “EXCAVATION AND CARRIAGE OF DREDGED SPOILS FROM WITHIN EARTHEN DYKES IN THE AREA TO THE WEST OF TURNING BASIN AND NEAR OIL JETTY AREA OF HALDIA DOCK COMPLEX FOR LAND FILLING, ETC. BY OUTSIDE AGENCIES”.(2ND CALL)**

**TENDER NO.: M(I & CF) / T / 2069**

<b>It. No.</b>	<b>Description of Item</b>	<b>Quantity Intended to be Purchased by the Bidder (minimum quotable quantity = 10,000 Cu.M.) *</b>	<b>Rate (Rs P) [Minimum Reserve Base Rate=Rs52.60 Per Cu.M]</b>	<b>Unit</b>	<b>Amount</b>
<b>1</b>	Excavate and carry dredged spoils from within earthen dykes in the area to the West of Turning Basin and near Oil Jetty area of Haldia Dock Complex for land filling, etc. The bidder shall supply all transport, plants, equipment, labourers at his own cost. All incidental expenses, Royalties and other charges payable shall be borne by the successful Bidder.	<b>Cu.M.</b>		<b>Per Cu.M</b>	

**\* Next Higher Quotable Quantity is in MULTIPLES OF 10,000 Cu.M.**

## **ABSTRACT FORM OF TENDER**

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

### **( TO BE FILLED IN BY THE BIDDER )**

- (a) Name of Work. : **Excavation and Carriage Of Dredged Spoils From Within Earthen Dykes in the Area to the West of Turning Basin and Near Oil Jetty Area of Haldia Dock Complex for Land Filling, etc. by Outside Agencies. (2<sup>nd</sup> Call)**
- (b) Estimated Available Qty. : **1.0 Lakh Cu.M (approx.)**
- (c) Minimum Reserve Base Price : **Rs 52.60 [Rupees Fifty Two and Paise Sixty Only] per Cu.M**
- (d) Earnest Money. : **Rs 1,05,200.00 (Rupees One Lakh Five Thousand Two Hundred Only)**
- (e) Security Deposit  
( including Earnest Money ). : **As per provisions in the tender.**
- (f) Time allowed for completion of the work : **As per provisions in the tender.**
- (g) Permanent I/T A/c.No :
- (h) Maximum number of workmen to be engaged on any day. :
- (i) **Bank Details** :
- Name Of Bank :- Branch :-
- Branch Code :- Account Number :-
- IFS Code :-

(j)

**RATE TENDERED BY ME / US IS (in figures)**  
:

**RATE TENDERED BY ME / US IS (in words) :**

**AMOUNT TENDERED BY ME / US IS (in figures) :**

**AMOUNT TENDERED BY ME / US IS (in words) :**

**Dated:**

\_\_\_\_\_  
**(Signature of the Bidder)**

<b><u>WITNESS :</u></b>	
Signature :	
Name : (In Block letters)	Name of the Bidder :  Address :   
Address :	
Occupation :	

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

To  
The Manager (I&CF),  
Haldia Dock Complex.

I/We \_\_\_\_\_ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within \_\_\_\_\_ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

**THE TOTAL AMOUNT OF TENDER Rs. -----**  
-----

**(Repeat in words) -----**  
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I / We require \_\_\_\_\_ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No \_\_\_\_\_ of \_\_\_\_\_ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall Not be less than four months.

**Dated:**

**(Signature of Bidder with Seal)**

<b><u>WITNESS :</u></b>			
Signature :		Name of the Bidder :	
Name : (In Block letters)		Address :	
Address :			
Occupation :			



# **General Conditions of Contract Forms and Agreements**

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**Sanctioned by the Trustees under Resolution No. 92 of the  
6<sup>th</sup> Meeting held on 27<sup>th</sup> May, 1993**

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**Including Addendum Sanctioned by the Trustees under  
Resolution No. 80 of the Meeting held on 25<sup>th</sup> August, 2009**

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**KOLKATA PORT TRUST**

**KOLKATA DOCK SYSTEM  
& HALDIA DOCK COMPLEX**

**AUGUST , 2009**

## **GENERAL CONDITIONS OF CONTRACT**

	CLAUSE		PAGES
1.	<b>AMENDMENT TO GENERAL CONDITIONS OF CONTRACT</b>	...	GC 1
2.	<b>DEFINITION</b>	...	GC 2 – GC 3
3.	<b>DUTIES &amp; POWERS OF ENGINEER &amp; ENGINEER'S REPRESENTATIVE</b>	...	GC 3 – GC 5
4.	<b>THE TENDER/OFFER AND ITS PRE-REQUISITES</b>	...	GC 5 – GC 9
5.	<b>THE CONTRACT &amp; GENERAL OBLIGATIONS OF CONTRACTOR</b>	...	GC 9 – GC 14
6.	<b>COMMENCEMENT, EXECUTION AND COMPLETION OF WORK</b>	...	GC 14 – GC 17
7.	<b>TERMS OF PAYMENT</b>	...	GC 18 – GC 20
8.	<b>VARIATION AND ITS VALUATION</b>	...	GC 20 – GC 22
9.	<b>DELAY/EXTENSION OF COMPLETION TIME/LIQUIDATED DAMAGE/TERMINATION OF CONTRACT</b>	...	GC 22 – GC 24
10.	<b>MAINTENANCE AND REFUND OF SECURITY DEPOSIT</b>	...	GC 24 – GC 25
11.	<b>INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES &amp; ARBITRATION</b>	...	GC 25 – GC 27
12.	<b>FORMS GC-1, GC-2 , GC-3</b>		
13.	<b>FORM OF AGREEMENT</b>		
14.	<b>PROFORMA FOR B.G. FOR CONTRACT PERFORMANCE</b>		
15.	<b>INTEGRITY PACT DOCUMENT: PROFORMA</b>		
16.	<b>DRAFT Memorandum of Understanding between Ko.P.T. &amp; Transparency International India</b>		

**AMENDMENT****TO****GENERAL CONDITIONS OF CONTRACT****❖ CI-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES**

Table under sub-clause (d)

<b>PREVIOUS</b>			<b>AS AMENDED</b>		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
<b><u>A</u></b>	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	<b>A</b>	Rs 25,000/-	Any tender priced up to Rs 5,00,000/-
<b>B</b>	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	<b>B</b>	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-
<b>C</b>	Rs 2,500/-	Any tender priced upto Rs 50,000/-	<b>C</b>	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-

**[ AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 139 OF THE TRUSTEES' 10<sup>TH</sup> METING HELD ON 19.11.1999 ]**

## 1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer’s Representative
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. Works
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. Extra works and Excess works
- 1.9 “Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification

- 1.10 “Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer. Drawings
- 1.11 “Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion. Contract
- 1.12 “Constructional Plant” means all appliances or things of whatsoever nature required or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works. Constructional Plant
- 1.13 “Site” means the land, waterways and other places, on, under, in or through which the works are to be executed by the Trustees for the purpose of the Contract. Site
- 1.14 “Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions thereto and deductions therefrom as may be made by the Engineer under the provisions here in after contained. Contract Price
- 1.15 “Month” means English Calendar Month. Month
- 1.16 “Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities) whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks). Excepted Risks
- 1.17 Word importing the singular only, also includes the plural and vice-versa where the context so requires. Singular/ Plural
- 1.18 The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. Headings/ Marginal Notes.
- 1.19 Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site. Cost
- 2.0 DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.
- 2.1 The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever. Engineer’s Authority

GC - 4

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|-----|---|--|
| 2.2 | The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer's Representative.  | Authority of<br>Engineer's<br>Representative |
| 2.3 | <i>The Engineer shall have full power and authority :</i><br><br>(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.<br><br>(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.<br><br>(c) to order for any variation, alteration and modification of the work and for extra works.<br><br>(d) to issue certificates as per contract.<br><br>(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.<br><br>(f) To grant extension of completion time.   | Engineer's<br>Power                          |
| 2.4 | <i>The Engineer's Representative shall :</i><br><br>(i) watch and supervise the works.<br><br>(ii) test and examine any material to be used or workmanship employed in connection with the work.<br><br>(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.<br><br>(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.<br><br>(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.<br><br>(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and<br><br>(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor. | Power of<br>Engineer's<br>Representative.    |

- 2.5 *Provided always that the Engineer's Representative shall have no power :* Limitation of Engineer's Representative's Power
- (a) to order any work involving delay or any extra payment by the Trustees,
  - (b) to make variation of or in the works; and
  - (c) to relieve the Contractor of any of his duties or obligations under the Contract.
- 2.6 Provided also as follows : Engineer's Overriding Power
- (a) Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss if any sustained by him.
  - (b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
  - (c) Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
- 3.0 THE TENDER/OFFER AND ITS PRE-REQUISITES
- 3.1 The Contractor shall, before making out and submitting his tender/offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
- (a) The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions, including the likely charges and costs for temporary way-leave, if any, required for the work. The tender must encompass all relevant aspects/issues. Site & Local condition.
  - (b) The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract. Drawing/ Specification/ Nature & extent of work to be done.

- (c) The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials. Accommodation for Contractor's men/materials.
- (d) The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost. Water for drinking etc. /Electrical power.
- (e) Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made thereunder, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance. Payment of Taxes/duties and observance of all statutes.
- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/- and minimum of Rs. 1,000/-.



- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalised Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of unaccepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Calcutta / Haldia. Refund of E.M.
- (d) The enlisted (registered ) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms
- | Class of Registration | Amount of Fixed Security | Financial Limit of Each Tender        |
|-----------------------|--------------------------|---------------------------------------|
| A                     | Rs. 25,000/-             | Any tender priced up to Rs.5,00,000/- |
| B                     | Rs. 10,000/-             | Any tender priced up to Rs.2,00,000/- |
| C                     | Rs. 5,000/-              | Any tender priced up to Rs.1,00,000/- |
- (e) (i) Tender submitted without requisite Earnest Money may be liable to rejection. Tender without EM liable to rejection.
- (ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees. Forfeiture of E.M. before Acceptance of offer.
- (f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money. E.M. to be converted to part S.D.
- (g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion. Mode of recovery of balance S.D.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supply- ing materials & equipment only.	Scale of S.D. recovery.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)	
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.	
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.	

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees' Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Calcutta Port Trust and payable at Calcutta/Haldia, as the case may be. S.D. for supply contracts to be deposited in advance.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage. No interest payable on E.M. /S.D

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. Id, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his "No Claim" Certificate in Form G.C.3. Mode of refund of S.D.

(ii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract. Forfeiture of S.D.

- 3.6 If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Calcutta/Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally. Bank Guarantee in lieu of Cash S.D. in certain cases
- 3.7 “Every Tenderer/ Bidder shall submit, in respect of a tender value of more than Rs 5 Crore, along with their tender comprising Special Conditions of Contract, General Conditions of Contract, BOQ, Earnest Money, etc. a document called Integrity Pact Agreement duly signed by their authorized representative. The Proforma of the Integrity Pact Agreement shall as specified in the GCC. In case of tender value more than Rs 5 Crore, the Integrity Pact Agreement is an essential part and parcel of bid document to be submitted by each tenderer, without which the tender shall not be considered.”
- 4.0 THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR
- 4.1 (a) The contract documents shall be drawn-up in English language. English language to be used
- (b) The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Calcutta, India, including the following Acts :
1. The Contract Act (India), 1872.
  2. The Major Port Trusts Act, 1963.
  3. The Workmen’s Compensation Act, 1923.
  4. The Minimum Wages Act, 1948.
  5. The Contract Labour (Regulation & Abolition) Act, 1970.
  6. The Dock Workers’ Act, 1948.
  7. The Arbitration and Conciliation Act (1996) (in the case of a definite Arbitration Agreement only).
- 4.2 After acceptance of his Tender/Offer and when called on to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract. Contractor to Execute Contract Agreement.
- 4.3 Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract. Interpretation of contract documents –Engineers’ Power

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| 4.4 | Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.   | All Drawings are Trustees' property.  |
| 4.5 | The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.   | Contractor to prepare working / progress drawings   |
| 4.6 | The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be sub-letting under this clause. | Contractor cannot sub-let the work  |
| 4.7 | Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.  | Contractors' price is inclusive of all costs  |
| 4.8 | The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.  | Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer |
| 4.9 | Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract.  | Contractor to submit his programme of work  |

If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so.

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| 4.10 | Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site.  | Contractor to supervise the works  |
| 4.11 | The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.   | Contractor to deploy qualified men and Engineer's power to remove Contractor's men |
| 4.12 | The Contractor shall be responsible for the true and proper setting out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works.  | Contractor is responsible for line, level, setting out etc.                        |
| 4.13 | From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. | Contractor is responsible to protect the work                                      |

- 4.14 The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract. Contractor is responsible for all damages to other structures / persons caused by him in executing the work.
- 4.15 The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative. Fossils, Treasure trawls, etc. are Trustees' property
- 4.16 The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of : Contractor to Indemnify the Trustees against all claims for loss, damage, etc.
- (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work.
  - (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work.
  - (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person.
  - (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work.
  - (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials.
  - (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
- 4.17 Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees. Dismantled materials Trustees' property

- 4.18 The Contractor's quoted rates shall be deemed to have been inclusive of the following : Contractor's quoted rates/price must be all inclusive
- (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.
  - (b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.
  - (c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.
  - (d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.
  - (e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.
- 4.19 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch. Notice to Contractor.
- 4.20 The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing. Contractor not to publish photograph or particulars of work

- 4.21 The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default. Contractor to provide facilities to outsiders
- 4.22 The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic. Work to cause minimum possible hindrance to traffic movement
- 4.23 All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative. Trustees' lien on Contractor's Plant & Equipment.
- 5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.
- 5.1 The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor. Preliminary time to commence work an maintenance of steady rate of progress
- 5.2 The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor. Contractor's site office
- 5.3 Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final binding and conclusive. Contractor to observe Trustees' working hours



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| 5.4 | Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.   | Contractor to supply all materials as per requirement of the Engineer or his representative                      |
| 5.5 | Unless stipulated otherwise in the contract all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.                                       | Materials & Works  |
| 5.6 | Samples shall be prepared and submitted for approval of the Engineer or his representative, whenever required to do so, all at the Contractor's cost.  | Contractor to submit samples for approval  |
|     | Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.   | Contractor to arrange all testing at his own cost.   |
| 5.8 | Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :  |  |
|     | (a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.   | The Contractor shall account for and look after the Trustees' materials  |
|     | (b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.  | Contractor to compensate for loss and damage to Trustees' materials  |
|     | (c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work but except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time. | Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work |

- (d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof. Recovery from Contractor for Trustees' materials under normal circumstances
- (e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings - Recovery from Contractor for Trustees' materials under other circumstances.
- (1) The issue rate of the materials at the Trustees' Stores and
  - (2) The market price of the material on the date of issue as would be determined by the Engineer.
- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days. Contractor to replace materials/work not acceptable to the Engineer or his Representative
- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor. Contractor to seek approval of Engineer or his Representative before covering up any portion of work
- The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

- 5.11 On a written order of the Engineer or his Representative, the Contractor to suspend work on Order from Engineer or his Representative
- On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –
- (a) otherwise provided for in the contract, or
  - (b) necessary by reason of some default on the part of the contractor, or
  - (c) necessary by reason of climatic conditions on the site, or
  - (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

- 5.11. If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

- 5.12 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.
- Completion Certificate G.C.1.

6.0 TERMS OF PAYMENT :

- 6.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer. All interim payments are advances till issue of Certificate in Form G.C.2
- On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.
- 6.2 All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor. Payment on the basis of measurements at agreed rates.
- 6.3 For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance. Limitation for on account payment
- 6.4 Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement shall be taken ex-parte by the Engineer's Representative and those shall be accepted by the Contractor. Recording of measurements

- 6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer's Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the "net payable" sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees' end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill. Contractor to prepare and submit his bills
- 6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –
- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature, Advance payment against Non-perishable materials
  - (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretion,
  - (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor's materials,
  - (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise,
  - (v) in the event of storage of such materials within the Trustees' protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees' whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons,

(vi) in the event of storage of such materials outside the Trustees' protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Calcutta/Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii) The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide Sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.

6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment
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6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor
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7.0 VARIATION AND ITS VALUATION :

7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender
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7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows :	Engineer's power to vary the works
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- 7.2 (a) Increase or decrease the quantity of any work included in the contract.
- (b) Omit any work included in the contract.
- (c) Change the Character or quality or kind of any work included in the contract.
- (d) Change the levels, lines, position and dimensions of any part of the work, and
- (e) Execute extra and additional work of any kind necessary for completion of the works
- 7.3 No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly. Variation by engineer do not vitiate the contract
- 7.4 Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause. Where written order for variation is not needed
- 7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer. Payment for extra or additional, or omitted work or substituted work, Engineer's powers
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- (c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

- (d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.

#### 8.0 DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

- 8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid. Extension of completion time
- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. The amount of Liquidated damages shall be determined by the Engineer, which shall be final and binding. 'Liquidated Damage' and other compensation due to Trustees



- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.

8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :

Default of the Contractors remedies & powers/Termination of Contract.

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer" or his Representative" written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjusted insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees' tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer's decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Trustees are known in all respect.

#### 9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

- 9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.
- Contractor's obligation for maintenance of work.

- 9.2 The Contractor shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work. Certificate of final completion
- 9.3 On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. Refund of Security Deposit
- 10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION
- 10.1 In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract the decision of the Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. Engineer’s decision
- 10.2 If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. Chairman’s award.
- 10.3 If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. Arbitration.
- 10.3.1. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which his predecessor left it.

- 10.3.2 The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing.
- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties..
- 10.3.4 The venue of the arbitration shall be either Calcutta or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reason for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.
- 10.5 Provided always as follows:
- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
  - [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.

- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.  
No dispute or difference on any matters whatsoever, the Contractor can raise pertaining to the Contract after submission of certificate in form G.C.3 by him.
- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**FORM G.C.1**

Contractor \_\_\_\_\_

Address -----

-----

Date of completion :

Dear sir(s),

This is to certify that the following work viz :-

Name of work : .....

.....

.....

Estimate No. E.E.0.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No. ....

which was carried out by you is in the opinion of the undersigned complete in every respect on the \_\_\_\_\_ day of \_\_\_\_\_ 2000 in accordance with terms of the Contract and you are required to maintain the work as per Clause 62 of the General Conditions of Contract and under provisions of the Contract for a period of \_\_\_\_\_ weeks / months / years

from the \_\_\_\_\_ day of \_\_\_\_\_ 2000 to \_\_\_\_\_ day of \_\_\_\_\_ 2000 .

Yours faithfully,

Signature.....

(ENGINEER/ENGINEER'S REPRESENTATIVE)

Name.....

Designation.....

OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.2.

Certificate of Final Completion.

The Financial Adviser & Chief Accounts Officer  
The Manager (Finance), Haldia Dock Complex.

This is to certify that the following work viz:-

Name of work : .....

Estimate No. E.E.O.....dt.....  
C.E.O.....dt.....

Work Order No.....

Contract No. ....

Resolution & Meeting No. ....

Allocation : .....

which was carried out by Shri/Messrs..... is now complete in every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.

Signature.....  
(ENGINEER/ENGINEER'S REPRESENTATIVE)  
NAME.....  
DESIGNATION.....  
OFFICE SEAL

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

FORM G.C.3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)  
Haldia Dock Complex  
Calcutta Port Trust  
Haldia.  
(Atten:.....)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from the Calcutta Port Trust for the execution of the following work viz:-

Name of work : \_\_\_\_\_  
\_\_\_\_\_

Work Order No :- \_\_\_\_\_

Contract No. \_\_\_\_\_

Agreement No.....Dt.....

and I / we have no further claim against the Calcutta Port Trust in respect of the above-mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated \_\_\_\_\_

Name of Contractor.....

Address:.....

(OFFICIAL SEAL OF THE CONTRACTOR)



**KOLKATA PORT TRUST**  
**PROFORMA OF FORM OF AGREEMENT**

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - i. The said Tender/Offer & the acceptance of Tender/ Offer.
  - ii. The Drawings.
  - iii. The General Conditions Of Contract.
  - iv. Special Conditions Of Contract (If any).
  - v. The Conditions Of Tender.
  - vi. The Specifications.
  - vii. The Bill Of Quantities.
  - viii. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution ,completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor .

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto as fixed (or have set their respective hands and seals) the day and year first above written.

have executed these presents on the day and year first above written.

The Seal of \_\_\_\_\_

Was hereunto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

**OR**

**SIGNED SEALED AND DELIVERED**

By the said \_\_\_\_\_

In the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

The Common Seal of the Trustees was hereunto affixed in he presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

**Proforma Of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs 50/- or as decided by the Engineer/ Legal Adviser of the Trustees.**

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date \_\_\_\_\_

To  
The Board of Trustees for the Port of Kolkata,  
15, Strand Road  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the “EMPLOYER” which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the “CONTRACTOR “ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER’S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the Contractor resulting in a ‘CONTRACT’ bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for “\_\_\_\_\_” and the contractor having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ ( rupees \_\_\_\_\_ only) to the EMPLOYER.

We, the \_\_\_\_\_ Bank, \_\_\_\_\_, Kolkata/ Haldia having its Head Office at \_\_\_\_\_ (hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest an/or without any reference to the CONTRACTOR, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYEER and CONTRACTOR or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONTRACTOR. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against Contractor, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONTRACTOR or any other course of remedy or security available to EMPLOYER . The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of reliving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONTRACTOR'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs \_\_\_\_\_ (rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period , on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010  
..... at .....

#### WITNESSES

-----  
(Signature)

-----  
(Signature)

-----  
(Name)

-----  
(Name)

-----  
(Official address)

-----  
(Designation with Bank Stamp)  
+ Attorney as per power of Attorney No.

Dated .....

# Integrity Pact

Between

**Kolkata Port Trust (KoPT)** hereinafter referred to as “**The Principal**”.

And

..... hereinafter referred to as “**The Bidder/Contractor**”

## Preamble

The Principal intends to award, under laid down organizational p;rocedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s), the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section-2 -Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India; if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex-A.
  - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

### **Section-3-Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-B.

### **Section 4-Compensation for damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5-Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

### **Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors**

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violation Bidder(s)/Contractors/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or an employee or representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractors 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

### **Section 9 - Other provision**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not be made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

(For & on behalf of the Principal)

\_\_\_\_\_

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place :

Date :

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....